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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

11 CATHERINE TREMBLAY,  
12 individually and on behalf of all  
others similarly situated,

13 Plaintiff,

14 v.

15 CHEVRON STATIONS, INC., a  
16 Delaware Corporation,

17 Defendant.

Case No. CV 07-6009 EDL

**STIPULATION AND [PROPOSED]  
ORDER DISMISSING CASE FOR  
COMPLETION OF CONDITION  
SUBSEQUENT**

18  
19 WHEREAS on or about April 21, 2006, Dalila Sandoval filed a putative class-  
action complaint in Marin County Superior Court, *Sandoval v. Chevron Stations, Inc.*,  
21 Case No. CV 061690;

22 WHEREAS on or about November 2, 2006, Harold Morris filed a putative class-  
action complaint in Los Angeles Superior Court, *Morris v. Chevron Stations, Inc.*, Case  
24 No. BC 361380;

25 WHEREAS by stipulation, *Sandoval* was transferred to the Los Angeles Superior  
Court, and both *Sandoval* and *Morris* are pending before the Honorable Victoria G.  
27 Chaney in Department 324 of the Los Angeles Superior Court;

28 WHEREAS the second amended complaint in *Sandoval* alleges causes of action

1 for the failure to pay minimum wages under California law, the failure to pay overtime  
2 wages under California law, the failure to provide meal periods, the failure to allow rest  
3 periods, the failure to pay all wages due each pay period, the failure to pay all wages  
4 timely upon termination, the failure to provide accurate wage statements, unfair  
5 competition, and civil penalties;

6 WHEREAS the operative complaint in *Morris* alleges causes of action for the  
7 failure to pay minimum wages under California law, the failure to pay overtime wages  
8 under California law, the failure to pay wages at contractual rates, the failure to provide  
9 meal periods, the failure to provide timely and accurate wage statements, and unfair  
10 competition;

11 WHEREAS Plaintiff Catherine Tremblay filed a Class Action Complaint in this  
12 Court on November 28, 2007, and a First Amended Complaint on March 13, 2008;

13 WHEREAS Plaintiff Tremblay's First Amended Complaint alleges causes of  
14 action for missed meal and rest breaks, the failure to pay all wages timely upon  
15 termination, the failure to provide accurate wage statements, the failure to pay minimum  
16 wages and overtime compensation under California law arising from off-the-clock work,  
17 the miscalculation of employees' regular rates of pay under the federal Fair Labor  
18 Standards Act ("FLSA"), unfair competition, and civil penalties;

19 WHEREAS pursuant to 29 U.S.C. § 216(b), this Court conditionally certified an  
20 FLSA collective action for all individuals who worked on one or more graveyard shifts at  
21 one or more of Defendant's service stations in California as a non-exempt employee after  
22 November 28, 2004;

23 WHEREAS on May 8, 2008, plaintiff Sandoval, plaintiff Morris, and their counsel  
24 participated in a day-long mediation session before Mark Rudy, Esq., a highly respected  
25 mediator in the field of wage-and-hour class actions, which mediation session culminated  
26 with the signing of a memorandum of understanding ("MOU") setting out the key terms  
27 of a settlement agreement;

28 WHEREAS counsel for plaintiff Sandoval and plaintiff Morris thereafter were in

1 contact with Plaintiff Tremblay's counsel, and all were in agreement that they would  
2 attempt to settle *Tremblay* along with *Sandoval* and *Morris*;

3 WHEREAS on June 17, 2008, a settlement conference in *Tremblay* was held in  
4 U.S. District Court for the Northern District of California, United States District Court  
5 Magistrate Judge Wayne Brazil presiding;

6 WHEREAS counsel for Plaintiff Tremblay and counsel for Defendant attended the  
7 settlement conference, as well as counsel for plaintiff Sandoval;

8 WHEREAS the settlement conference led to further negotiations that ultimately  
9 culminated in an agreement (1) to stipulate to the dismissal of the *Tremblay* First  
10 Amended Complaint with prejudice, (2) to stipulate to the filing of a third amended  
11 complaint in *Sandoval* to include Plaintiff Tremblay as a named plaintiff, add Plaintiff  
12 Tremblay's attorneys as counsel for Tremblay, and include the FLSA claim that was  
13 made in Tremblay, and (3) to modify the MOU signed at the mediation of *Sandoval* and  
14 *Morris* to make changes that benefit the class members and to designate the *cypres*  
15 recipient as the Labor and Workforce Development Agency of the California Department  
16 of Industrial Relations;

17 WHEREAS the third amended complaint in *Sandoval* has been filed with the  
18 Court;

19 WHEREAS on September 5, 2008, Plaintiff Tremblay and Defendant filed a  
20 Stipulation re Dismissal of Case with Prejudice upon Completion of Condition  
21 Subsequent ("Stipulation") that provided that the above-captioned action would be  
22 dismissed with prejudice "after the Court in *Sandoval* enters a final order granting  
23 approval of the class-action settlement (the "Final Order") and the Final Order is no  
24 longer subject to appeal";

25 WHEREAS the Court approved the Stipulation and signed the Order thereon on  
26 September 11, 2008;

27 WHEREAS on December 8, 2008, the Los Angeles Superior Court granted final  
28 approval of the class-action settlement reached in *Sandoval*; and

WHEREAS the Final Order is no longer subject to appeal, as no objections to the class-action settlement in *Sandoval* were ever filed with the Los Angeles Superior Court.

**WHEREFORE, IT IS HEREBY STIPULATED AND AGREED** that the First Amended Complaint in *Tremblay* be dismissed with prejudice.

## **IT IS SO STIPULATED.**

DATED: December 19, 2008

## HARRIS & RUBLE

/s/

Alan Harris  
David Zelenski  
*Attorneys for Plaintiff*

DATED: December 19, 2008

JONES DAY

/s/

Deborah Saxe  
Aaron L. Agenbroad  
*Attorneys for Defendant*

## IT IS SO ORDERED.

DATED: December 19, 2008

